



**2016 Evidence.com Partner
Application Programming Interface
Usage Terms of Service**

Thank you for using TASER International, Inc.'s ("TASER") Evidence.com Partner Application Programming Interface, other developer services, and associated software (collectively, "API"). By accessing or using TASER's API, you are agreeing to the terms below. Collectively, TASER refers to the terms below, terms within the accompanying API documentation, and any applicable policies and guidelines referenced herein as the "Terms." If you use the API as an interface to, or in conjunction with other TASER products or services, then the terms for those other products or services also apply.

1 DEFINITIONS.

- 1.1 **API Client** means the software that acts as the interface between Your computer and the server, which is already developed or to be developed by You.
- 1.2 **API Interface** means the software (interconnectivity) implemented by You to configure Your independent API Client Software to operate in conjunction with the API Service for your authorized Use.
- 1.3 **Evidence.com Agency** means Your Evidence.com subscription and account.
- 1.4 **Evidence.com Service** means TASER's web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.
- 1.5 **Evidence.com Partner API, API or TASER API** (collectively referred to as "API Service") means TASER's Application Programming Interface which provides a programmatic means to access data in Your Evidence.com Agency or integrate Your Evidence.com Agency with other systems.
- 1.6 **Use** means any operation on Your data that is enabled by the supported API functionality, such as, by way of example, Your use of any or all of the following the API Service configurations: (i) retrieve the necessary user and evidence data to provide to Your API Client that will perform custom analysis in support of Your policies; or (ii) create, update, and inactivate user accounts and groups, ensuring that Your Evidence.com Agency user and group configuration is in lockstep with your preferred central user repository.
- 1.7 **Your Content** means Your software, data, text, audio, video, images or Your other content or any of the Your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Evidence.com Agency account or otherwise transfer, process, use or store in connection with the Evidence.com Agency account.

2 PURPOSE AND LICENSE.

- 2.1 You may use the API Service, and the data, content and information made available through the API Service, in connection with a website or software application ("API Client") developed by You, in accordance with these Terms, including any and all restrictions and policies implemented by TASER from time to time with respect to the API Service. The API Service is designed to provide a programmatic means to access the data in your Evidence.com Agency. TASER may monitor Your use of the API Service to ensure quality, improve TASER products and services, and verify your compliance with these Terms. You agree to not interfere with such monitoring or otherwise obscure from TASER Your use of the API Service. You agree not to use the API Service for any commercial uses unless You obtain TASER's prior written approval.



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2.2 Subject to the terms and conditions herein, including the restrictions set forth in Section 4, TASER grants You a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use the API Service, solely for Your Use in connection with Your API Client.

2.3 The aforementioned license to use the API Service will automatically terminate upon any termination of the Master Services and Purchase Agreement (“MSPA”) between You and TASER.

2.4 TASER may set and enforce limitations on Your use of the API Service, such as a quota on operations, as outlined in Exhibit A attached hereto. TASER will use reasonable efforts to accommodate any use required beyond the designated limits, subject to additional terms and conditions.

3 API CONFIGURATION.

3.1 You will work independently to configure Your API Client with the API Service for Your applicable Use. The software permitting the above-referenced interconnectivity is referred herein as the “API Interface.”

3.2 In order to access the API Service, You will be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of Your continued Use of the API Service. Any registration information You provide to TASER must be accurate and up to date and You will inform TASER promptly of any updates.

3.3 Upon Your successful registration, TASER will provide You documentation outlining relevant API Service information. TASER may, in its sole discretion, provide additional training and support to assist You with configuration of the API Interface. TASER will use commercially reasonable efforts to ensure access to the API Service.

4 INTELLECTUAL PROPERTY.

4.1 You acknowledge that all code for the API Service and Evidence.com Services were written exclusively by TASER and its affiliates and that the API Service and Evidence.com Services constitute TASER Intellectual Property. Intellectual Property as stated herein is defined as, any know-how, patent, trademark, service mark, design, business name, topographical or similar right; any copyright or other intellectual property monopoly right; or any interest or application (including by way of license) in any of the above. Except as expressly granted herein, TASER does not grant You any intellectual property rights or other propriety rights.

4.2 **Ownership.** Except for the license to use the API Service, You acknowledge and agree that You do not acquire ownership of any rights in API Service, Evidence.com Services or the content that is accessed through the API Service or Evidence.com Services, and that TASER and its affiliates own all right, title and interest in and to the API Service, Evidence.com Services, and its data and any modifications, alterations, translations or derivative works relating to the API Service and Evidence.com Services, including, but not limitation to, any code written by TASER in connection with the API Interface. Without limiting the foregoing, You will not file any application or registration for any Intellectual Property relating to the API Service or the Evidence.com Services.

5 USE OF YOUR SERVICES AND INTERFACE. Except as otherwise outlined herein, only You and Your officers, employees, agents, contractors, end-users, and personnel may utilize the API Interface, in accordance with these Terms. In connection therewith, You will execute Your own agreement with Your officers, employees, agents, contractors, end-users and personnel



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governing the API Interface and Your API Client. You will, and will require Your officers, employees, agents, contractors, end-users, and personnel to comply with (and not knowingly enable them to violate) applicable law, regulation, and these Terms in any use of the API Service.

6 TERM; TERMINATION.

- 6.1 **Term.** These Terms will commence upon Your initial access to and Use of the API Service and will continue in effect unless terminated in accordance with these Terms or upon termination of the MSPA.

Termination Either You or TASER may terminate Your Use of the API Service for any reason by providing 30 days advance written notice. TASER may terminate Your Use upon Your violation of any applicable law, regulation, or provision of these Terms, provided TASER provides notice of the violation to You and You fail to remedy the violation within ten (10) days. Except for a termination for cause, upon termination or notice of discontinuation, You will have sixty (60) days to discontinue use of the API Service, and Your rights under these Terms immediately terminate thereafter. Access and retrieval of Your Content during and after use of the TASER API is governed by your MSPA.

Post Termination Assistance. TASER will provide You with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Your Content will result in additional fees and TASER will not warrant or guarantee integrity or readability in the external system.

- 6.2 **Surviving Provisions.** When these Terms come to an end, those provisions that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4, 8, 9, 11, 12, 13, and 15.

7 PROHIBITIONS.

- 7.1 **API Prohibitions.** When using the API Service, You may not (or allow those acting on Your behalf to):
- 7.1.1 use the API Service in any way other than as expressly permitted or granted under these Terms;
 - 7.1.2 alone or in conjunction with the Your API Client, use in any way that results in or could result in any security breach with respect to TASER or any of its affiliates or a violation of any applicable law or regulation or TASER's information technology security policies, as published by TASER from time to time;
 - 7.1.3 perform an action with the intent of introducing to TASER products and services any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature;
 - 7.1.4 interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service, including without limitation, any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the API Service;
 - 7.1.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service, Evidence.com Services or any related software, except to the extent that this restriction is expressly prohibited by applicable law;
 - 7.1.6 sublicense, sell, rent, lease, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the API Service or Evidence.com Services to any third party except as expressly permitted herein



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- (consequently, You will not create an API Interface that functions substantially the same as the API Service and offer it for use by third parties);
- 7.1.7 provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service or “frame” or “mirror” the API Service on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or
- 7.1.8 take any action or inaction resulting in illegal, unauthorized or other improper purposes.
- 8 **CONFIDENTIALITY.** During the Term of these Terms, the You and Your respective officers, employees, agents, contractors, end-users and personnel may have access to Confidential Information which is not generally known and which is considered proprietary by TASER. You agree not to object to TASER seeking injunctive relief on the grounds that TASER would suffer irreparable harm and that money damages would not be an adequate remedy in the event of breach. The provisions of this Section 8 do not limit or otherwise affect the right of the TASER to pursue any other remedies available to TASER for a breach or threatened breach, including recovery of monetary damages from You, Your employees or former employees. The terms of confidentiality will survive any expiration or termination of these Terms.
- 8.1 **Description of Confidential Information.** For purposes of these Terms: “**Confidential Information**” means any business or technical information disclosed directly or indirectly in writing, orally, by Your visual inspection or mental impression and/or to which You may have access during the term of these Terms that is marked as confidential or proprietary, including, but not limited to, trade secrets, copyrights, patent rights and other proprietary rights in and to TASER’s respective products and/or technology including, but not limited to; competitive practices; technical information; research and development; software and associated documentation; source code, object code, the software design, structure and organization, software screens, user interfaces and the engineering know-how implemented in the software; and business systems and techniques, all of which are not generally known by the public, as well as any trade secrets (as such term is defined by applicable law).
- 8.2 **Use of Confidential Information.** You will maintain, and obligate Your officers, employees, agents, contractors, end-users and personnel by written agreement to maintain, all Confidential Information in confidence during the Term and after termination of these Terms, and not to disclose the Confidential Information to anyone other than those directly involved with these Terms, and not to disclose or permit access by any third party to any Confidential Information, except to the extent disclosure is expressly permitted TASER or any affiliate of TASER, and not to use any Confidential Information except in the performance of these Terms. You must protect the confidentiality of, and take all reasonable steps to prevent disclosure of, the Confidential Information of TASER and prevent such information from falling into the public domain or the possession of unauthorized persons.
- 8.3 **Standard of Care.** You will protect the Confidential Information from disclosure and/or access by any person other than Your officers, employees, agents, contractors, end-users and personnel who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as You use to protect Your own confidential information of a like nature. You undertake to notify TASER promptly, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of these Terms as soon as You become aware of such breach and will cooperate with TASER to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.
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8.4 **Exclusions.** These Terms impose no obligation upon You with respect to Confidential Information that: (a) was in Your possession before receipt from TASER; (b) is or becomes a matter of public knowledge through no fault of You; (c) is rightfully received by You from a third party without a duty of confidentiality; (d) is disclosed by TASER to a third party without a duty of confidentiality on the third party; (e) is independently developed by You, and supported by sufficient independent documentary evidence; (f) is disclosed under operation of law, except that the You will disclose only such information as is legally required and will provide TASER prompt notice of the applicable subpoena or court order such that TASER will have the opportunity to seek a protective order; (g) is required to be disclosed under the state Open Records law or (h) is disclosed by You with TASER's prior written approval.

9 CONTENT.

9.1 **Your Content.** As outlined in your MSPA, You control and own all right, title, and interest in and to Your Content and TASER obtains no rights to Your Content and Your Content is not business records of TASER. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. TASER will have limited access to Your Content solely for the purpose of providing and supporting the API and Evidence.com Services to You and Your end users. You represents that You own Your Content; and that none of Your Content or Your end users' use of Your Content or the API or Evidence.com Services will violate these Terms or applicable laws.

9.2 **API Content.** All content related to the API Service, other than Your Content or Your API Client content, is considered TASER's API Content. Such API content includes, without limitation, the design, structure and naming of the API Service fields in all responses and requests; the resources available within the API Service for which You take actions on, such as evidence, cases, users, reports, etc.; the structure of and relationship of the API Service resources; and the design of the API Service, in any part or as a whole.

9.3 **Prohibitions on API Content.** Unless expressly permitted by applicable law, You will not, and will not permit Your officers, employees, agents, contractors, end-users and personnel or others acting on Your behalf, to do the following with any API content returned from the API Interface:

- 9.3.1 Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 9.3.2 Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- 9.3.3 Misrepresent the source or ownership; or
- 9.3.4 Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or course of material.

10 BRAND FEATURES.

10.1 "Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features TASER. TASER hereby grants to You a nontransferable, non-sublicensable, nonexclusive license while these Terms are in effect to display TASER's Brand Features in connection with your Use of the API Service. You may only use TASER trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

11 **WARRANTIES.** THE API SERVICE IS PROVIDED TO YOU "AS IS," "WHERE IS," WITH ALL FAULTS AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER



EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF THESE TERMS, COURSE OF DEALING OR USAGE OF TRADE. TASER DOES NOT WARRANT THAT THE API SERVICE OR ANY OTHER TASER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL MEET ANY OF YOUR REQUIREMENTS OR THAT USE OF SUCH API SERVICE OR OTHER PRODUCTS OR SERVICES WILL BE ERROR FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE.

- 12 **LIMITATION ON LIABILITY.** IN NO EVENT WILL TASER BE LIABLE TO YOU OR YOUR OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, END-USERS, OR PERSONNEL FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF OR DAMAGE TO USE, DATA, BUSINESS, GOODWILL OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW.

13 **INDEMNIFICATION.**

- 13.1 **TASER's Indemnification.** TASER will indemnify and defend Your Indemnitees (You and Your officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against Your Indemnitees resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to these Terms, except in the case of Your negligent acts, omissions, willful misconduct or claims that fall under Workers Compensation coverage.

TASER has no liability to You or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the API Service by You or any third party not approved by TASER; (b) use of the API Service in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of the API Service other than as permitted under these Terms or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any the API Service software provided by TASER as part of or in connection with the use of the API Service.

- 14 **UPDATES.** TASER may update or modify the API Service from time to time, to better serve You (in each instance, an "Update"). You are required to implement and use the most current version of the API Service and to make any applicable changes to Your API Client that are required as a result of such Update. Updates may adversely affect the manner in which Your API Client access or communicate with the API Service or the API Interface. Therefore, each API Client must contain means for You to update the API Client to the most current version of the API Service after any version has been depreciated. For non-website implementations, You must have means of remotely updated each API Client that has already been distributed to You. TASER will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.

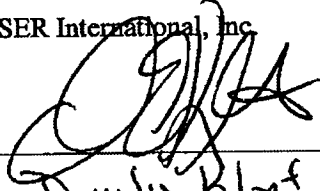
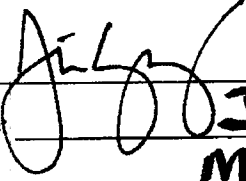
15 **GENERAL PROVISIONS.**



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- 15.1 **Compliance with Laws.** You are responsible for complying with all applicable laws, rules and regulations, all third party rights and all TASER policies (provided to You), and You shall not use the API Service in a manner that violates such laws, rules, regulations, third parties' rights or any TASER policies (provided to You). For avoidance of doubt, You shall not distribute or provide access to applications You develop or the API Interface, in contravention of U.S. export control or trade law.
- 15.2 **Miscellaneous.** You agree that these Terms and all disputes or claims arising hereunder will be governed by the laws of the State of Kentucky without reference to conflict of laws principles, and will be litigated exclusively in the federal court of Fayette County, Kentucky, USA, and You consent to personal jurisdiction in that court. These Terms constitute the complete agreement between You and TASER on the subject matter covered herein. No waiver TASER of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by TASER. These Terms are binding upon Your successors and assigns. Other than as outlined here, these Terms may not be amended except by a writing signed by TASER and expressly declared to be an amendment or modification of these Terms. In the event that any one or more of the provisions of these Terms are unenforceable, the enforceability of the remaining provisions will be unimpaired, and the unenforceable provisions will be modified to reflect the parties' intention. You will not assign or otherwise transfer any of Your rights or delegate Your obligations hereunder and any such attempt is null and void. You and TASER are not legal partners or agents, but are independent contractors.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below.

TASER International, Inc.	Lexington Fayette Urban County Govt.
By: 	By: 
Name: <u>Douglas Kilent</u>	Name: <u>Jim Gray</u>
Title: <u>EVP & General Counsel</u>	Title: <u>Mayor</u>
Date: <u>9/26/2016</u>	Date: <u>8-10-16</u>

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EXHIBIT A
API USAGE LIMITATIONS & RESTRICTIONS

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Sharon A Jones

From: Martha Allen
Sent: Thursday, October 06, 2016 3:03 PM
To: Sharon A Jones
Subject: FW: Additional Taser Agreement
Attachments: SChiefs Off16100614311.pdf

Martha JN Allen
Council Clerk
Lexington-Fayette Urban County Government
200 E. Main St.
Lexington, KY 40507
Phone - 859-258-3241
Fax – 859-258-3393

From: Happy, Renita 32519 [<mailto:rhappy@lexingtonpolice.ky.gov>]
Sent: Thursday, October 06, 2016 2:33 PM
To: Martha Allen
Subject: Additional Taser Agreement

The attached e-mail is for your information and filing. It is in addition to the previous Taser Agreement (R270-2016). Based on direction from the Department of Law, it did not require Council approval. Forwarding to you as additional information.

*Renita Happy
Administrative Specialist Principal
Lexington Police Department
Office of the Chief
150 E. Main Street
Lexington, KY 40507
(859) 258-3621*